

CITY OF LINCOLN/LANCASTER COUNTY  
**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO. 05-146**  
**ANNUAL REQUIREMENTS FOR PODIATRY SERVICES FOR LANCASTER  
MANOR**

**DATE:** July 13,2005

**CONTRACT PERIOD:** August 1, 2005 thru July 31, 2008

**CONTRACTOR:** Midland Foot Specialist PC  
10371 Ellison Circle  
Omaha NE 68134

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Steven Meinhold DPM  
**Telephone No.:** 402-571-3531  
**FAX No.:** 402-571-3532  
**E-Mail Address:**

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**See Contract & Spec (June 2005)**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/files/sharpurc/awardnotifications/con05146

E.O. #  
Dated:

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

**NEBRASKA**

**FOR**

**ANNUAL PODIATRY SERVICES PROVIDER**  
**FOR LANCASTER MANOR**

**SPECIFICATION #05-146**

**CONTRACTOR: Steven D. Meinhold, DPM (Omaha, NE)**  
**dba Midland Foot Specialist, PC**

# LANCASTER COUNTY, NEBRASKA

## CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 12 day of July, 2005, by and between **Steven D. Meinhold, DPM, 10371 Ellison Cr., Omaha, NE 68134 (dba Midlands Foot Specialist, PC)** hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Podiatry Services and related consulting services, supplies, equipment, and delivery thereof to Lancaster Manor as per Specification #05-146**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the most responsible, responsive Proposer for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

**Request for Proposal #05-146, Annual Requirements for Podiatry Services for Lancaster Manor**

The Work included in this Contract shall for a three (3) year term beginning Aug. 1, 2005 through July 31, 2008.

The County has the option to renew for an additional three (3) year period with mutual consent beginning: Aug. 1, 2008 through July 31, 2011.

The Contract Documents comprise the Contract, and consist of the following:

1. The Specification Documents (**Attachment #1**)
2. The Accepted Proposal (**Attachment #2**)
3. The Contract Agreements
4. The Insurance Requirements (**Attachment #3**)
5. The HIPPA Business Associates Agreement (**Attachment #4**)

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

CONTRACT APPROVED AS TO FORM:

COUNTY OF LANCASTER, NEBRASKA

\_\_\_\_\_  
Lancaster Deputy County Attorney

\_\_\_\_\_  
Chairperson, Board of Commissioners

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

Steven D Meinhold, DPM dba Midlands  
Foot Specialists, PC  
\_\_\_\_\_  
Name of Corporation

ATTEST:

10371 Ellison Cr., Omaha, NE 68134  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Secretary

(SEAL)

By:   
\_\_\_\_\_  
Duly Authorized Official

Pres  
\_\_\_\_\_  
Legal Title of Official

**ATTACHMENT #4**  
**ADDENDUM TO CONTRACT#05-146**  
**FOR: Podiatry Services for Lancaster Manor**  
**HIPPA Business Associate Agreement**

- I. **Definitions.** Terms used but not otherwise defined herein shall have the meanings set forth in the HIPAA Privacy Rule, 45 C.F.R. Parts 160 and 164.
- II. **Purpose.** **Lancaster Manor**, an agency of Lancaster County, is a Covered Entity under HIPAA and Contractor is its Business Associate with respect to the Business Associate Functions it provides under the Agreement. Business Associate will have access to PHI in order to perform its functions. HIPAA requires Covered Entity to obtain satisfactory written contractual assurances from its business associates. The purpose of this Agreement is to obtain satisfactory written contractual assurances from Business Associate that Business Associate will appropriately safeguard such PHI in accordance with §§502(e)(1) and 504(e)(1) of the Regulations.
- III. **Permitted Uses and Disclosures by Business Associate.** Business Associate shall only use and disclose PHI for the following purposes:
  - a. To perform Business Associate Functions.
  - b. As needed for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- IV. **Special Conditions on Disclosure for Business Associate's Purposes.** Before Business Associate may disclose PHI to another party for a reason described in subparagraph III(b), one of the following two conditions must be met either:
  - a. The disclosure must be required by law; or
  - b. Business Associate must obtain reasonable assurances from the person to whom the PHI is disclosed that such person will safeguard the PHI and further use and disclose it only as required by law or for the purpose for which Business Associate disclosed it such person; and such person must agree in writing to notify Business Associate of any instances of which it is aware in which the confidentiality of PHI has been breached.
- V. **Obligations and Assurances of Business Associate.** As an express condition of performing Business Associate functions, Business Associate agrees to:
  - a. Use and/or disclose PHI only as permitted or required by this Agreement or as required by law.
  - b. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for in this Agreement.
  - c. Report to Covered Entity, within a reasonable time after discovery, any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware, together with any remedial or mitigating action taken or proposed to be taken with respect thereto. Business Associate shall cooperate with Covered Entity as requested by Covered Entity in mitigating any harmful effects of such unauthorized disclosure.
  - d. Require that any agent that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
  - e. Provide access, at the request of Covered Entity, within a reasonable time after request, to PHI to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements of §164.524 of the Regulations.

- f. Notify Covered Entity within three (3) business days of a request by an individual to amend PHI maintained by Business Associate, direct the requesting individual to the Covered Entity in the handling of such request, and incorporate any amendment accepted by the Covered Entity in accordance with §164.526 of the Regulations. Business Associate is not authorized to independently agree to an amendment of PHI.
- g. Document disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with §164.528 of the Regulations.
- h. Notify Covered Entity within three (3) business days of any request by an individual for an accounting of disclosures, direct the requesting individual to the Covered Entity in the handling of such request, and provide Covered Entity within ten (10) days thereafter with all information in its possession or in the possession of its agents, and contractors, which is needed to permit Covered Entity to respond to the request for accounting in accordance with §164.528 of the Regulations. Business Associate agrees to retain necessary records from which to respond to the requests for an accounting.
- i. Make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, within a reasonable time after request, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

**VI. Responsibilities of the Covered Entity.** Covered Entity agrees to:

- a. Notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI
- c. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**VII. Term and Termination.**

- a. *Term.* This Agreement shall be effective on the Effective Date and shall continue in effect until all obligations of the parties have been met, including return or destruction of all PHI in Business Associate's possession (or in the possession of Business Associate's agents and/or contractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Agreement designed to safeguard PHI shall survive expiration or other termination of the Services Agreement, and shall continue in full force and effect until Business Associate has performed all obligations under this Agreement.
- b. *Termination by Covered Entity.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may immediately terminate the Service Agreement. Alternatively, Covered Entity may chose to provide Business Associate with written notice of the existence of an alleged material breach, and afford Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms.
- c. *Effect of Termination.*
  - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon written notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

#### VIII. Miscellaneous

- a. *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as it necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
- b. *Survival.* The respective rights and obligations of Business Associate under Section VI(c) of this Agreement shall survive the termination of this Agreement.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Regulations.

The Parties to the Agreement do hereby agree that all the terms and conditions of this Addendum to the Agreement shall by these presents be binding upon themselves, and their heir(s), administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Agreement Parties do hereby execute this Addendum.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2005.

**Lancaster County Board of Commissioners**  
**555 So 10<sup>th</sup> St., Lincoln, NE 68508**

BY: \_\_\_\_\_  
Chairperson

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2005.

**Steven Meinhold, DPM**  
**dba Midlands Foot Specialists, PC**  
**10371 Ellison Cr.**  
**Omaha, NE 68134**

BY: 

PRINTED: STEVEN D MEINHOLD DPM

# SEALED PROPOSAL SPECIFICATION NO. 05-146

**BID OPENING TIME:** 12:00 NOON

**DATE:** Wednesday, June 15, 2005

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_ through \_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of the County for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

## RFP FOR PODIATRY SERVICES

1. Compensation for podiatry services shall be in compliance with Nebraska Department of Health and Human Services fee schedule: Do you concur? ☒ Yes ☐ No

### INCLUDE WITH YOUR RESPONSE

- A brief background summary of your firm (including; company structure, location of offices and branches, key personnel, experience and qualifications, etc.)
- A summary describing any services provided by your firm (and available to the Lancaster Manor) in addition to those listed in the specification document.
- A list of at least three accounts you currently service with similar needs to the Lancaster Manor (include facility name, address, contract administrator name, telephone number, the term of your agreement and briefly describe the services provided).

### NO BONDS REQUIRED

**NOTE: RETURN 6 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.**

**MARK OUTSIDE OF PROPOSAL ENVELOPE AS FOLLOWS:**

**SEALED PROPOSAL FOR SPEC. NO. 05-146**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County of Lincoln, and to enter into a contract if this offer is accepted.

Midlands Foot Specialists, PC  
COMPANY NAME

10371 Ellison Cir  
STREET ADDRESS or P.O. BOX

Omaha NE 68134  
CITY, STATE ZIP CODE

(402) 571-3531  
TELEPHONE NO.

(402) 571-3532  
FAX NO.

Steven D. Meinhold DPM  
BY (Signature)

Steven D. Meinhold DPM  
(Print Name)

President / owner / DPM  
(Title)

6-1-05  
(Date)

42-1572165  
EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER



**ATTACHMENT #4**  
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**FOR: Podiatry Services for Lancaster Manor**  
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  - b. Business Associate must obtain reasonable assurances from the person to whom the PHI is disclosed that such person will safeguard the PHI and further use and disclose it only as required by law or for the purpose for which Business Associate disclosed it such person; and such person must agree in writing to notify Business Associate of any instances of which it is aware in which the confidentiality of PHI has been breached.
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  - c. Report to Covered Entity, within a reasonable time after discovery, any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware, together with any remedial or mitigating action taken or proposed to be taken with respect thereto. Business Associate shall cooperate with Covered Entity as requested by Covered Entity in mitigating any harmful effects of such unauthorized disclosure.
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- b. *Termination by Covered Entity.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may immediately terminate the Service Agreement. Alternatively, Covered Entity may chose to provide Business Associate with written notice of the existence of an alleged material breach, and afford Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms.
- c. *Effect of Termination.*
  - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

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- b. *Survival.* The respective rights and obligations of Business Associate under Section VI(c) of this Agreement shall survive the termination of this Agreement.
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IN WITNESS WHEREOF, the Agreement Parties do hereby execute this Addendum.

EXECUTED this \_\_\_\_ day of \_\_\_\_, 2005.

**Lancaster County Board of Commissioners**  
**555 So 10<sup>th</sup> St., Lincoln, NE 68508**

BY: \_\_\_\_\_  
Chairperson

EXECUTED this \_\_\_\_ day of \_\_\_\_, 2005.

**Steven Meinhold, DPM**  
**dba Midlands Foot Specialists, PC**  
**10371 Ellison Cr.**  
**Omaha, NE 68134**

BY: Steven D Meinhold

PRINTED: STEVEN D MEINHOLD DPM

### ATTACHMENT #3

## INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and hold harmless, to the fullest extent allowed by law, Lancaster County, Nebraska, its members, its officers and employees from and against all losses, claims, damages and expenses, including court-ordered attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
  2. There shall be no exclusion or limitation for the Explosion (X), Collapse ©) and Underground (U) hazards.
  3. Coverage shall also include Products/Completed Operations.
  4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
  5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- Bodily Injury and Property Damage 1,000,000 Combined Single Limit
- D. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- E. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*